

## Right to Repair & Right to Compensation for Improvements

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**Lead Officer: Bruce Johnson – Director of Technical Services**

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**Next Review Date: September 2010**

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### BACKGROUND

The Leasehold Reform, Housing and Urban Development Act 1993 gave secure tenants of local authorities enhanced rights relating to the repair and improvement of their homes. The Housing Corporation is keen to promote similar rights for housing association tenants.

These rights form part of the tenancy agreement between us, as landlord, and you, as tenant, and apply to both assured and secure tenants.

### THE RIGHT TO REPAIR

Where we have failed in our duty to have a qualifying repair carried out within the specified time, and after a further request from the tenant, we have still failed to complete the works within a second specified period; the tenant may be due to compensation from ourselves.

We classify all repairs as emergency, urgent or routine, and inform tenants of the time limits for carrying out the repair at the time the problem is reported. The time limits are:

Emergency - 24 hours

Urgent - 5 working days

Routine - at our discretion, normally within 20 days

In some cases we will reconsider response times to take account of tenants who have special needs, such as the elderly, or those with very young children.

For clarification, repairs included under the emergency or urgent categories are:

- Emergency: Serious floods or leaks
- Total loss of water or power supply
- A dangerous broken window
- A blocked toilet (where there is only one toilet in the property)
- Total loss of heating in winter
- Making a property secure (such as following a break-in)

Urgent:            Partial loss of water or power supply  
                      Minor leaks  
                      Removal of racist graffiti (we aim to do this within 24 hours)  
                      A blocked toilet (where there is more than one toilet in the property)  
                      No hot water  
                      No heating

When you report an emergency or urgent repair we issue a repair notice, which describes the repair and names the contractor (or in-house maintenance worker) who will be doing the work, and by when it should be finished. We ask that you co-operate in providing access to your home.

If we fail to carry out the repair within the set timescale you should inform us that the repair has not been done. We will then, where it is reasonably practical, issue a further repair notice and give a copy to you as the tenant.

If we fail to undertake the repair requested, you are entitled to the following compensation:  
    A one off payment of £10  
    Payment of £2 per day (up to a maximum of £50) for every day the repair remains outstanding after the timescale detailed in the second repair notification has expired.

The Right to Repair does not apply if you have failed to provide access for an inspection or for the qualifying repair to be carried out.

## **THE RIGHT TO COMPENSATION FOR IMPROVEMENTS**

As tenant, you have the right to claim compensation for improvements you make to your home, subject to our written consent.

Detailed below is a list of pre-determined improvements that you can make to your home, although you must first get our written permission, and the costs must be met by yourself.

You will need to submit three estimates from bona fide contractors and state the reasons for choosing a particular estimate. Only with our agreement can you instruct the contractor to start work.

You will be eligible to claim compensation based on the cost of the improvement less a deduction based on the length of time the improvement has been in place. All improvements have a pre-determined lifespan. Compensation will only be paid when you terminate your tenancy, and that the amount agreed will be set against any sums that may be owed to us.

Where the tenancy is terminated through a possession claim based on a breach of obligation under the tenancy agreement, we will not pay compensation.

The formula for calculation is based on the cost of the improvement, and the number of years left of its lifespan.

For example, a new bathroom suite costing £500 3 years ago will have 9 years left of its 12-year lifespan. LYHA will therefore pay the tenant 75% of the cost of the improvement, as 9 years is 75% of the lifespan. The tenants would receive £375. The amount of compensation may be adjusted if the improvement has deteriorated greater than provided for in the notional life of the improvement.

Compensation is not payable if the claim is less than £50. The maximum in any one claim is £3000.

Compensation will only be paid where the tenant can provide copies of original receipts or proof of payment for the alteration and the works are in good condition subject to normal wear and tear.

## REVIEW

The arrangements within this policy will be reviewed every 2 years.

### Improvements and their life spans

The improvements that the Right to Compensation for Improvements applies to, and their life spans:

20 years	loft insulation cavity wall insulation double glazing secondary double glazing external window replacement
15 years	rewiring provision of power, lighting or other electrical fittings smoke detectors wired into the electrical circuit
12 years	bath wash hand basin toilet space or water heater
10 years	kitchen sink storage cupboards in bathroom or kitchen work surfaces for food preparation insulation of pipes, water tank or cylinder improvements to the security of the building (excluding alarms)
8 years	draught proofing of external doors or windows

7 years

thermostatic radiator valves

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**Author: Josh Sutton**

**Dated: September 2008**

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